

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

TRIAL COURT OF THE
COMMONWEALTH
SUPERIOR COURT DEPARTMENT
Civil Action No.

02 983

MASSACHUSETTS ELECTRIC
COMPANY,

Plaintiff,

v.

FIBERTECH NETWORKS, LLC, f/k/a
FIBER SYSTEMS, LLC,

Defendant.

AFFIDAVIT OF G. PAUL ANUNDSON

I, G. PAUL ANUNDSON, do hereby state and depose as follows:

1. In March 1985, I started employment with National Grid USA, formerly known as New England Electric System. Since June 1993, I have been an Overhead Line Coordinator for National Grid USA Service Company, Inc., formerly known as New England Power Service Company. My duties include negotiating Aerial License Agreements for attachments to poles owned solely or jointly by Massachusetts Electric Company ("MEC"). MEC and National Grid USA Service Company, Inc. are both subsidiaries of National Grid USA.

2. MEC is a Massachusetts corporation with a principal place of business at 55 Bearfoot Road, Northborough, Massachusetts, 01532. MEC provides electric

distribution services in Massachusetts. MEC is registered and conducts business in Massachusetts as "Massachusetts Electric Company."

3. On or about March 17, 2000, MEC entered into an Aerial License Agreement with Fiber Systems LLC. This Aerial License Agreement would allow MEC to license attachments by Fiber Systems LLC to poles owned solely or jointly in Worcester, Massachusetts. A true and correct copy of the fully executed Aerial License Agreement dated March 17, 2000 is attached as Exhibit A to this Affidavit.

4. On or about July 22, 2000, at the request of Fiber Systems LLC, this Aerial License Agreement was amended to allow MEC to license attachments by Fiber Systems LLC to poles owned solely or jointly in additional municipalities in Massachusetts. Because this Aerial License Agreement Amendment dated July 22, 2000 does not affect the rights or obligations of the parties with respect to attachments in Northampton, no copy of this amendment is attached to this Affidavit.

5. On or about December 13, 2000, at the request of Fiber Systems LLC, this Aerial License Agreement was again amended to allow MEC to license attachments by Fiber Systems LLC to poles owned solely or jointly in other municipalities in Massachusetts, including Northampton, Massachusetts. A true and correct copy of the fully executed Aerial License Agreement Amendment dated December 13, 2000 is attached as Exhibit B to this Affidavit.

6. On or about July 3, 2001, at the request of Fiber Systems LLC, an Addendum to the March 17, 2000, Aerial License Agreement was executed to allow MEC to license supply space attachments by Fiber Systems LLC to poles owned solely or jointly in a number of municipalities in Massachusetts, that did not include Northampton,

Massachusetts. Because this Addendum to March 17, 2000, Aerial License Agreement Amendment dated July 3, 2001 does not affect the rights or obligations of the parties with respect to attachments in Northampton, no copy of this addendum is attached to this Affidavit.

7. On July 15, 2002, I sent, on behalf of MEC, a letter to Mr. Stockdale advising him that MEC had determined that FiberTech had placed a number of unauthorized attachments on MEC poles in the City of Northampton, Massachusetts. In that letter, I noted that FiberTech had: (i) installed attachments on MEC's poles without a license from MEC, (ii) installed many of those attachments in violation of the applicable code and specification requirements of the Aerial License Agreement (these would include all of FiberTech's unauthorized attachments to poles that had been identified as poles requiring work to make them ready for FiberTech's attachments), and (iii) failed to provide a copy of FiberTech's authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. A true and correct copy of this letter is attached as Exhibit C to this Affidavit.

8. In a letter dated July 22, 2002, FiberTech simply denied that it lacked the authority to make attachments to MEC's poles in Northampton, despite the fact that FiberTech had not obtained the requisite licenses from MEC. A true and correct copy of this letter is attached as Exhibit D to this Affidavit.

9. In this letter, FiberTech also denied that it violated the safety standards required in Article 5 of that agreement and requested that we provide FiberTech with detailed list of FiberTech's violations. To date, FiberTech has failed to address those violations in any way.

10. In our letter of July 15, 2002, we told FiberTech, that the poles that could not safely accommodate FiberTech's attachments were all of the poles that had been included in an itemized list of required make-ready work that we had already supplied to FiberTech. At this time, another field review by MEC would be required to identify exactly how FiberTech chose to violate the applicable codes and specifications at each pole when FiberTech made its unauthorized attachments. This new field survey would only identify the same list of required make-ready work that has already been supplied to FiberTech when it applied for attachments.

11. FiberTech also failed to provide a copy of its authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. In fact, in another letter dated July 25, 2002, FiberTech admitted that it did not have such authorization, but would now pursue obtaining such authorization. A true and correct copy of this letter is attached as Exhibit E to this Affidavit. In short, FiberTech failed to provide any meaningful justification for its installation of the attachments in Northampton prior to obtaining authorization from the City of Northampton.

12. When Fibertech failed to remove its attachments or take any corrective action, MEC gave Fibertech notice of termination by letter dated September 18, 2002 for effect in 30 days. A true and correct copy of this letter is attached as Exhibit F to this Affidavit.

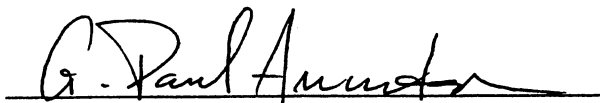
12. Based on information provided by Fiber Systems LLC in the Aerial License Agreement referenced in paragraph 3 above, Fiber Systems LLC was a Delaware limited company with its principal place of business at 140 Allens Creek Road,

Rochester, New York, 14618. We have been notified by Fiber Systems LLC of a name change to Fiber Technologies Networks, LLC, also a Delaware limited company with its principal place of business at 140 Allens Creek Road, Rochester, New York, 14618.

Much of the correspondence we have received from Fiber Technologies Networks, LLC identifies the company as "Fibertech Networks". On information and belief, this appears to be a name that Fiber Technologies Networks, LLC uses in the operation of its business.

13. Based on information and belief, Fiber Technologies Networks, LLC installs and builds, but does not operate, carrier-ready dark fiber optic networks for use by telecommunications service providers such as competitive local exchange carriers ("CLECs"), long distance carriers, wireless carriers, and Internet service providers.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 18TH
DAY OF SEPTEMBER, 2002.

A handwritten signature in black ink, appearing to read "G. Paul Amato", is written over a horizontal line.

Affidavit of G. Paul Anundson

EXHIBIT A

AERIAL LICENSE AGREEMENT

DATED: March 17, 2000

BETWEEN

**Massachusetts Electric Company
(LICENSOR)**

AND

**Fiber Systems LLC.
(LICENSEE)**

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THIS AGREEMENT, made this 17th day of March, 2000, by and between _____
Massachusetts Electric Company, a corporation organized and existing under the laws of Massachusetts,
having its principal office in Westborough, Massachusetts, (hereinafter referred to as the "Licensor") and
Fiber Systems LLC., a corporation organized and existing under the laws of New York, having its principal
office in Fairport, New York (hereinafter referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensee is a provider of Communication Services and proposes to furnish
Communication Services within the municipalities listed in APPENDIX IV to this Agreement; and

WHEREAS, Licensee desires authorization to make new Attachments as necessary on poles of
Licensor, which poles are either Jointly Owned or solely owned by the Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the continued and
new placement of said Attachments on Licensor's facilities where reasonably available and where such
use will not interfere with Licensor's service requirements or the use of its facilities by others subject to
the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein
contained, the parties do hereby mutually covenant and agree as follows:

1.0 DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following
meanings:

1.1 "Anchor Rod" means a metal rod connected to an anchor and to which a guy strand is
attached. Also known as a "guy rod".

1.2 "Attachment" means any single wire, cable or Suspension Strand, including wires or
cables lashed to it, or any other hardware, equipment, apparatus, or device, placed on Licensor's pole,
used for providing Cable Service and/or Communication Services. This shall not include any wireless
hardware, equipment, apparatus, or device.

1.3 "Cable Operator" is as defined in Section 602 of the Cable Communications Act of 1984
(47 USC § 521-559) as amended from time to time.

1.4 "Cable Service" is as defined in Section 602 of the Cable Communications Act of 1984
(47 USC § 521-559) as amended from time to time.

1.5 "Communication Services" means any transmission of writing, signs, signals, pictures and/or sounds of all kinds by wire, cable or other like connection between the points of origin and reception of such transmission, other than Cable Services.

1.6 "Field Survey Work or Survey Work" means an on-site and/or office survey of the poles on which Licensee wishes to attach or relocate, materially alter, Overlash, or replace an existing Attachment in order to determine if the pole can safely accommodate the requested Attachment, and if a determination is made that a safe Attachment is not possible, what work, if any, is required to make the pole ready to accommodate the required Attachment, and to provide the basis for estimating the cost of this work.

1.7 "Franchise" is as defined in Section 602 of the Cable Communications Act of 1984 (47 USC § 521-559) as amended from time to time.

1.8 "Guy Strand" means a cable which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

1.9 "Identification Tags" means identification tags used to identify Licensee's plant. The two types of identification tags are cable and apparatus tags as described in APPENDIX III, Form G.

1.10 "Joint Owner" means a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

1.11 "Joint User" means a party with whom the Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

1.12 "Make-Ready Work" means the work required to accommodate the Licensee's Attachments on Licensor's pole or poles, including rearrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes.

1.13 "Other Licensee" means any entity, other than Licensee as defined herein, or a Joint User, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles or poles.

1.14 "Overlash" means any wire or cable which is lashed to any other wire, cable or Suspension Strand where such wire, cable or Suspension Strand has already been licensed for attachment to Licensor's pole.

1.15 "Suspension Strand", also known as "Messenger Cable," means a cable attached to a pole and used to support communications facilities.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, revocable, nonexclusive licenses authorizing Licensee's Attachments to Licensor's poles within the municipalities listed in APPENDIX V, for provision of Communication Services. The licenses shall be in the form attached to this Agreement as found in APPENDIX III.

2.2 No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles.

2.3 Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles.

3.0 FEES AND CHARGES

3.1 Licensee agrees to pay to Licensor the fees and charges, calculated in accordance with appropriate state and/or federal rules and regulations, as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.

3.2 Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement, and Licensor shall be subject to all rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Licensee shall furnish bond or other satisfactory evidence of financial security in such form (APPENDIX III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$ 50,000.00 but not exceeding \$ 200,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's Attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor and reinstituted if waived. The bond or other satisfactory evidence of financial security shall remain in full force and effect until all Attachments have been removed and all sums due to Licensor have been fully paid.

3.4 The Licensor may change the amount of fees and charges specified in APPENDIX I by giving the Licensee no fewer than sixty (60) days' written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period. Upon said termination, Licensee shall be responsible for removal of all Attachments in the manner set forth in Section 9.5.

4.0 PAYMENTS

4.1 Licensee shall authorize Licensor to perform the required Field Survey and Licensee shall make payment to Licensor in an amount specified by Licensor sufficient to cover Licensor's cost to perform and complete the required Field Survey, as furthermore described in see Section 8.1, prior to any performance by Licensor of such Field Survey.

4.2 Licensee shall make an advance payment to Licensor in an amount specified by Licensor sufficient to cover Licensor's cost to complete the required Make-Ready Work prior to Licensor's performance of any of the required Make-Ready Work.

4.3 Licensee shall pay the fees and charges for the purposes and in the manner described in APPENDIX I to this Agreement.

5.0 SPECIFICATIONS

5.1 Licensee's Attachments shall be placed, maintained and removed in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, and Licensor's Policy for Installing Communications Cables in the Supply Space, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules, regulations and provisions of the Occupational Safety and Health Act (OSHA), or any governing authority having jurisdiction over the subject matter, and as may be amended from time to time. Where a difference in specifications may exist, the more stringent requirement shall apply.

5.2 If any part of Licensee's Attachments is not so placed and maintained, Licensor may upon ten (10) days' written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of the Licensor's poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of the public or Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee and without any liability therefor; provided, however, that when in the sole judgement of Licensor such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.

5.3 As described in APPENDIX III, Form G, Licensee shall place Identification Cable Tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's Plant, e.g., guys, anchors or terminals licensed on or after the effective date of this Agreement, and at any time when a pole is replaced or when an Attachment is relocated, materially altered, Overlashed, or replaced. The Licensors, in its sole determination, shall have the right to approve all Identification Tags that are different than those described in APPENDIX III, Form G.

6.0 LEGAL REQUIREMENTS

6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Attachment on public and private property at the location of Licensors' poles for which Licensee has obtained specific licenses under this Agreement and shall submit to Licensors evidence of such authority before making Attachments on such public and/or private property.

6.2 The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

6.3 No license granted under this Agreement shall extend to any of Licensors' poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensors or Joint Users to occupy the property on which such poles are located. If placement of Licensee's Attachments would result in a forfeiture of the rights of Licensors or Joint Users, or both, to occupy such property, Licensee agrees to remove its Attachments forthwith; and Licensee agrees to pay Licensors or Joint Users, or both, all losses, damages, and costs incurred as a result thereof.

7.0 ISSUANCE OF LICENSES

7.1 Before Licensee places any Attachment to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.

7.2 Licensee may Overlash its Attachment provided that: 1) the Attachment has been previously licensed, 2) the resulting messenger supported bundle shall not contain more than five (5) cables, 3) the sum of the diameters of the five cables shall not exceed three and one-quarter (3.25) inches, and 4) the maximum resulting bundle tension, under National Electrical Safety Code (NESC) heavy loading conditions, shall not exceed two thousand (2,000) pounds. Licensee shall not place an Overlash which fails to meet any of these four conditions, unless and until Licensee first submits information to Licensors under Form A-3 of Appendix III for Licensors' review in its sole reasonable discretion and Licensee receives prior written approval from Licensors.

7.3 Licensee agrees to limit the filing of applications for pole Attachment licenses and Overlash approvals to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Licensee further agrees to designate a desired priority of completion of the Field Survey and Make-Ready Work for each application relative to all other of its applications on file with Licensor at the same time.

8.0 POLE MAKE-READY WORK

8.1 A Field Survey may be required for each pole for which Attachment is requested or on which the Licensee proposes relocating, materially altering, Overlashing, or replacing its Attachments to determine the adequacy of the pole to accommodate Licensee's Attachments. The Field Survey may be performed jointly by representatives of Licensor, Joint Owner and/or Joint User and Licensee.

8.2 Licensor reserves the right to refuse to grant a license for Attachment to a pole or refuse authorization for relocating, materially altering, Overlashing, or replacing Attachments to a pole when Licensor determines that the communications space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Attachments.

8.3 In the event Licensor determines that a pole to which Licensee desires to make Attachment or on which the Licensee proposes relocating, materially altering, Overlashing, or replacing its Attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of Licensee in accordance with the specifications set forth in Article 5.0, Licensor will indicate on the Authorization for Pole Make-Ready Work (APPENDIX III, Form B2) the cost of the required Make-Ready Work and return it to Licensee.

8.4 Any required Make-Ready Work will be performed following receipt by Licensor of the completed Authorization for Pole Make-Ready Work (APPENDIX III, Form B2). Licensee shall pay Licensor for all Make-Ready Work in accordance with the provisions of Article 4.0, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of Attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement. Any federal, state or local taxes incurred on Licensor's receipt of these costs from Licensee will be added to Licensee's cost on a grossed up basis.

8.5 Should Licensor, or another party with whom it has a Joint Use agreement, for their own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its Attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or Joint User may be attached. The rearrangement or transfer of Licensee's Attachments will be made at Licensee's sole expense. If

Licensee does not rearrange or transfer its Attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or Joint User may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.

8.6 Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's Attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments.

8.7 License applications received by Licensor from two or more Licensees for Attachment accommodations on the same pole, prior to commencement of any Field Survey or Make-Ready Work required to accommodate any Licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.

8.8 In performing all Make-Ready Work to accommodate Licensee's Attachments, Licensor will endeavor to include such work in their normal work load schedule.

8.9 Licensee may attach its Guy Strand to Licensor's existing Anchor Rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefor from the appropriate property owner. Should Licensor, or Joint User, if any, for their own service requirements, need to increase their load on the Anchor Rod to which Licensee's guy is attached, Licensee will either rearrange its Guy Strand on the Anchor Rod or transfer it to a replacement anchor as determined by Licensor. The cost of such rearrangement and/or transfer, and the placement of a new or replacing anchor will be at the sole expense of Licensee, which Licensee agrees to pay. If Licensee does not rearrange or transfer its Guy Strand within fifteen (15) days after receipt of written notice from Licensor regarding such requirement, Licensor or Joint User may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof.

9.0 CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

9.1 Licensee shall, at its own expense, construct and maintain its Attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.

9.2 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's Attachments. Where Attachments of multiple Licensees are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each Licensee's Attachments.

9.3 Licensee shall obtain specific written authorization from Licensor before relocating, materially altering, Overlashing, or replacing its Attachments on Licensor's poles, consistent with Section 7.2. Licensee shall require any third-party Overlasher to Licensee's wires or cables to obtain Licensor's written consent to such Overlashing before Licensee may consent to such action.

9.4 All tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed Attachments at the time of attachment, provided the owner(s) of such trees grants permission to the Licensee, shall be performed by contractors approved by Licensor, at the sole cost and expense of the Licensee but at the direction of the Licensor, provided, however, all trimming as may be required on Licensee's customers' premises, to clear Licensee's cable drops, shall be done by the Licensee at its expense.

9.5 Licensee, at its expense, will remove its Attachments from any of Licensor's poles within fifteen (15) days after termination of the license covering such Attachments. If Licensee fails to remove its Attachments within such fifteen (15) day period, Licensor shall have the right to remove such Attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments. If Licensor exercises its right to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of the removal, Licensee shall be liable for the remaining expense.

9.6 Licensee may contract with Licensor or Licensor's affiliate for construction, maintenance and/or removal of Licensee's Attachments on Licensor's poles. Such contract may be in the form of an amendment to this Agreement or separate instrument. In the event that Licensee employs one or more third-parties to perform such activities, Licensee shall guarantee that such third parties are qualified to perform according to the requirements of Section 5.1 of this Agreement.

10.0 TERMINATION OF LICENSE

10.1 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its Attachments on the public or private property at the location of the particular pole covered by the license.

10.2 Licensee may at any time remove its Attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form D). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such agreement had previously been made.

11.0 INSPECTIONS OF LICENSEE'S ATTACHMENTS

11.1 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee's Attachments, at Licensee's expense.

11.2 The making of inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

11.3 Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with

regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

12.0 UNAUTHORIZED ATTACHMENTS

12.1 If any of Licensee's Attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to their other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized Attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.

12.2 For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized Attachment shall be deemed as having existed since the date of the agreement first authorizing Attachment by Licensee, and the fees, and charges, and interest as specified in APPENDIX I at the time the unauthorized Attachment is determined, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole Attachment.

13.0 LIABILITY AND DAMAGES

13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain their poles and to operate their facilities in conjunction therewith in such a manner as will best enable Licensor to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Services arising in any manner, except to the extent caused by Licensor's sole negligence, out of the use of Licensor's poles.

13.2 Licensee shall be liable for any damages it causes to the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee or any of its agents, contractors, servants or employees. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

13.3 Except, as may be caused by the sole negligence of the Licensor, Licensee shall defend, indemnify and save harmless Licensor, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon,

incurred by or asserted against Licensor, by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon said poles or any part thereof or arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.

13.4 Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's Attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television or other broadcast programs, and for unauthorized use of any voice, image, or other informational material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's Attachments in combination with Licensor's poles, or otherwise.

13.5 The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

14.0 INSURANCE

14.1 Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article 13.0 preceding.

14.2 The amounts of such insurance, beyond deductibles:

14.2.1 against liability due to damage to property shall not be less than \$1,000,000.00 as to any one occurrence and \$1,000,000.00 aggregate, and

14.2.2 against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.

14.3 Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.

14.4 All insurance must be effective before Licenser will authorize Licensee to make Attachments to any pole and shall remain in force until such Attachments have been removed from all such poles. Licensee accepts the obligation to inform Licenser of changes in insurance carrier and/or policy on a prospective basis.

14.5 Licensee shall submit to Licenser certificates of insurance including renewal thereof shown as Form E of APPENDIX III hereto annexed or in the form of an ACORD form, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licenser as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than thirty (30) days' written notice to Licenser. Licensee shall also notify and send copies to Licenser of any policies maintained under this Article 14.0 written on a "claims-made" basis.

14.6 Licensee shall require all of its contractors to carry the same insurance type and amount as is required of Licensee under this Agreement.

15.0 AUTHORIZATION NOT EXCLUSIVE

15.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licenser shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

16.0 ASSIGNMENT OF RIGHTS

16.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licenser.

16.2 In the event such consent or consents are granted by Licenser, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

16.3 Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder. Licensee shall not allow a third party, including affiliates, to place an Overlash on an Attachment without the prior written consent of Licenser. Such consent shall be in Licenser's sole discretion, unless otherwise required by law, and may be contingent upon Licenser entering into a separate mutually agreed upon license agreement with such third party.

17.0 FAILURE TO ENFORCE

17.1 Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

18.0 TERM OF AGREEMENT

18.1 Unless terminated pursuant to Article 19.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall extend thereafter until terminated by either party with at least six (6) months written notice to the other party.

18.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

19.0 TERMINATION OF AGREEMENT

19.1 If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.

19.2 If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under Article 14.0 above, will be canceled or changed so that the requirements of Article 14.0 will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of Article 14.0 above.

19.3 In the event of termination of this Agreement, Licensee shall within thirty (30) days of the date of termination submit a plan and schedule to Licensor under which it will remove or have removed its Attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's Attachments are removed from Licensor's poles.

19.4 If Licensee does not remove or have removed its Attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor. If Licensor exercises its right to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of removal, Licensee shall be liable for the remaining expense.

Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such Attachments are removed.

20.0 DISPUTE RESOLUTION

20.1 Any dispute between Licensor and Licensee involving rights, obligations or service under this Agreement shall be referred to a senior representative of Licensor designated by Licensor and a senior representative of Licensee designated by Licensee for resolution on an informal basis as promptly as practicable. In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the parties may jointly agree upon, such dispute may be submitted to non-binding arbitration and resolved in accordance with the arbitration procedure set forth herein if Licensor and Licensee jointly agree. If they do not agree, such dispute shall be presented promptly to the regulatory agency or a court of appropriate jurisdiction, but in no event more than sixty (60) days after rejecting arbitration.

20.2 The arbitration shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Licensor and Licensee shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to act as chairman of the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric distribution issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrator(s) shall afford each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There shall be no formal discovery conducted in connection with the arbitration; however, the parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her, or their appointment and shall notify the parties in writing of such decision and the reasons therefor, and shall make an award apportioning the payment of the costs and expenses of arbitration among the parties; provided, however, that each party shall bear the costs and expenses of its own attorneys, expert witnesses and consultants. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any of the above in any manner.

20.3 Referral of any matter to arbitration shall be without prejudice to the parties to avail themselves of all other remedies available under law or pursuant to the terms of this Agreement.

20.4 Performance by the parties under the terms of this Agreement shall not be interrupted or delayed during any arbitration except on the written agreement of the parties.

21.0 CHOICE OF LAW

21.1 This Agreement shall be governed by the laws of Massachusetts.

22.0 SEVERABILITY

22.1 If any provision(s) of this Agreement shall be held to be unenforceable, the remaining provisions shall remain in full force and effect to the extent they can logically and validly operate without the unenforceable provision(s).

23.0 NOTICES

23.1 All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee:

Fiber Systems LLC.
Attention: Jennifer Starks
720 Fairport Office Center
Fairport, New York 14450

To Licensor:

Application for Pole Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Use of Poles to:

Massachusetts Electric Company
Attention: Manager, Distribution Engineering
939 Southbridge Street
Worcester, Massachusetts 01610

All other notices to:

Massachusetts Electric Company
Attention: G. Paul Anundson
55 Bearfoot Road
Northborough, Massachusetts 01532

24.0 ENTIRE AGREEMENT

24.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. This Agreement constitutes the entire Agreement between the Licensor and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous pole attachment agreements insofar as the aforementioned municipalities are concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

Fiber Systems LLC.

By: [Signature]
 (Title) General Manager
 Date of Execution: 2/28/00

Massachusetts Electric Company

By: [Signature]
 (Title) President
 Date of Execution: 3/17/00

APPENDIX I
SCHEDULE OF FEES AND CHARGES

Pole Attachments

(A) Attachment

1. General

- (a) Fees shall be payable yearly in advance on the first day of January.
- (b) For the purpose of computing the charges due hereunder, the fee shall be applied to the number of Attachments for which licenses have been issued.
- (c) For new Attachments licensed during the year, Attachment fees commence on the first day of the month following the date the license is issued and are payable in advance for the remainder of that calendar year.

2. Annual Attachment Fee

For each Attachment to a pole solely owned by the Licensor, the Annual Attachment Fee shall be \$ 15.81 per Attachment. For each Attachment to a jointly owned pole, the Annual Attachment Fee shall be \$ 7.91 per Attachment.

(B) Cost of Pole Replacements, Rearrangement and Changes

- 1. Whenever any pole is, or becomes, in the opinion of the Licensor, insufficient in height or strength for the Licensee's proposed attachments thereon, in addition to the existing attachments of the Licensor and municipality, the Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof, including, but not limited to, the following:
 - (a) The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
 - (b) Excess height or strength of the new pole over the existing pole necessary by reason of the Licensee's Attachments.
 - (c) Transferring Licensor's Attachments from the old to the new pole.
 - (d) Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing attachments.
- 2. In the event that the Licensor permits the Licensee to place its Attachments in space reserved for itself or any municipality, and the Licensor or municipality deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then the Licensor shall replace the pole with a suitable pole to provide the basic space reservation where necessary, and the Licensee shall be billed, as provided for in Section (B)1, a-d, inclusive, above.

(C) Payment Date

Failure to pay all fees and charges within 30 days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

For bills rendered by Licensor, the following shall be applicable:

"Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this License. The payment of any interest shall not cure or excuse any default by Licensee under this License."

APPENDIX II
PROCEDURE FOR PROCESSING
MULTIPLE APPLICATIONS

The following procedure shall be used to process applications by multiple licensees to attach to Licensor's poles.

(A) DEFINITIONS

1. Simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Overlash Request(s) for the same pole(s) received by the Licensor from different applicants on the same business day.

2. Non-simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Overlash Request(s) for the same pole(s) received by the Licensor from different applicants on different business days.

3. Initial Applicant

The applicant filing the Non-simultaneous Application that is first received by the Licensor.

4. Additional Applicant

Any applicant filing a Non-simultaneous Application that is received by the Licensor after another application has already been received by the Licensor.

5. Option 1

The Licensor will process the Application for Pole Attachment License or Overlash Request of the Initial Applicant as if no other Application for Pole Attachment License or Overlash Request had been received.

6. Option 2

The Licensor will process the Application(s) for Pole Attachment License or Overlash Request(s) of the Initial and Additional Applicants in accordance with the procedure for Simultaneous Applications.

(B) MULTIPLE LICENSE APPLICATION PROCESSING

Both Simultaneous and Non-simultaneous Applications for the same pole will be processed by the Licensor in accordance with the procedures set forth in the attached flow chart.

(C) NON-SIMULTANEOUS APPLICATIONS

- (1)** For Non-simultaneous Applications, the Initial Applicant will be able to select between Options 1 and 2. The Initial Applicant may delay selection until the

required Field Survey has been completed and the estimated cost of Make-Ready Work supplied to the Initial Applicant. Where the Initial Applicant elects to delay his selection, he shall be required to make his selection within 15 days after receiving the Make-Ready Work estimates, otherwise, the Licensor will deem the Initial Applicant to have selected Option 1.

- (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. The Additional Applicant(s) will have 15 days from the date he is advised by the Licensor that the Initial Applicant has selected Option 2 to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the Additional Applicant(s) to have canceled his application.
- (3) All work in progress on the Initial Applicant's application involving multiple pole attachments will be suspended by the Licensor from the time that the Initial Applicant is offered Options 1 and 2 until he notifies the Licensor of the option he elects in accordance with C.1. above.

(D) SIMULTANEOUS APPLICATIONS

- (1) The Field Survey required to estimate the cost of required Make-Ready Work, shall include the work necessary to:
 - (a) Issue a license to a single applicant and,
 - (b) Issue licenses simultaneously to the multiple applicants.
- (2) Licensor will consider a Simultaneous Application canceled if the applicant fails to notify the Licensor in writing of his acceptance of the estimated cost of Make-Ready Work and make the advance payment within 15 days following his receipt of such estimate from the Licensor.
- (3) Within 15 days of their receipt of the estimated cost of the required Make-Ready Work, the applicants must develop a schedule, acceptable to all applicants and the Licensor, that defines the order of pole availability for Attachments and an overall completion schedule. If such a schedule cannot be agreed to by all parties within 15 days, the Licensor shall complete all Make-Ready Work before issuing licenses to all applicants simultaneously. Any applicant who cannot agree with the provision that the Licensor complete all Make-Ready Work before simultaneously granting licenses to all applicants will be deemed by the Licensor to have canceled his application.

(E) CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the terms of this Agreement at the sole option of the Licensor upon the giving of not less than 30 days written notice thereof to the Licensee(s) and to substitute in place thereof such other provisions as the Licensor may deem necessary as relative to multiple attachments to poles of the Licensor.

PROCEDURE FOR PROCESSING MULTIPLE APPLICATIONS

CASE DESCRIPTION	FIELD SURVEY		MAKE-READY WORK	
	REQUIREMENTS	COST ALLOCATION	SCHEDULE	COST ALLOCATION
1. Simultaneous Applications.	<p>Determine Make-Ready Work required and estimated cost for two cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously. 	<p>Total cost of the Field Survey shared equally by multiple applicants.</p>	<p>Multiple applicants must develop mutually acceptable:</p> <ol style="list-style-type: none"> Order of pole availability and Overall completion schedule. <p>Where multiple applicants cannot agree within 15 days of receipt of estimate from Licensor, Licensor will complete <u>ALL</u> Make-Ready Work before granting licenses simultaneously to multiple applicants.</p>	<p>Total cost shared by multiple applicants.</p> <p>If only one applicant agrees to estimated shared portion of total cost, that applicant will be quoted the cost to accommodate attachment by a single licensee.</p>
2. Non-Simultaneous Applications - No Field Survey work performed.	<p>Determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously, Attachment by multiple licensees non-simultaneously. 	<p>Total cost of the Field Survey shared equally by multiple applicants.</p>	<p>OPTION 1: Treat Initial Applicant as a non-multiple applicant.</p>	
			<p><u>Initial Applicant:</u> Treated as a non-multiple applicant.</p>	<p><u>Initial Applicant:</u> Pays for Make-Ready Work required to accommodate a single licensee.</p>
			<p><u>Additional Applicant:</u> Where a conflict exists, Make-Ready Work will not be performed until licenses have been issued to Initial Applicant.</p>	<p><u>Additional Applicant:</u> Pays for Make-Ready Work required to accommodate an additional licensee on pole already occupied by Initial Applicant.</p>
			<p>OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.</p>	
3. Non-Simultaneous Applications - Full or partial Field Survey performed.	<p>For balance of Field Survey, determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously, Attachment by multiple licensees non-simultaneously. <p>For locations already surveyed, resurvey to determine Make-Ready Work required to accommodate Additional Applicant (items 2 and 3 above).</p>	<p>Total cost of the balance of the Field Survey shared equally by multiple applicants.</p> <p><u>Initial Applicant:</u> Pays for portions of the Field Survey already completed.</p> <p><u>Additional Applicant:</u> Pays for resurvey to determine Make-Ready Work required to accommodate Additional Applicant.</p>	<p>OPTION 1: Treat Initial Applicant as a non-multiple applicant.</p>	
			<p>Same as Case 2, Option 1.</p>	<p>Same as Case 2, Option 1.</p>
			<p>OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.</p>	
			<p>Same as Case 1.</p>	<p>Same as Case 1.</p>

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES
Index of Administrative Forms

APPLICATION FOR POLE ATTACHMENT LICENSE / POLE ATTACHMENT LICENSE	A-1
POLE DETAILS	A-2
OVERLASH REQUEST /OVERLASH APPROVAL	A-3
OVERLASH DETAILS	A-4
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK AND CHARGES	C
NOTIFICATION OF DISCONTINUANCE OF USE OF POLES	D
CERTIFICATE OF INSURANCE	E
BOND	F
IDENTIFICATION TAGS	G

Agreement Number _____

Form A-1

Application Number _____

APPLICATION FOR POLE ATTACHMENT LICENSE

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the License Agreement between us, dated _____, _____ application is hereby made for a license to make _____ Attachments to JO poles and _____ Attachments to SO poles located as indicated on the attached Form A-2.

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

POLE ATTACHMENT LICENSE

Pole Attachment License Number _____ is hereby granted to make the attachments described in this application as _____ Attachments to JO poles and _____ Attachments to SO poles located as indicated on the attached Form A-2.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

- NOTES:**
1. Applications shall be submitted to Licensor.
 2. Applications to be numbered in ascending order by municipality.
 3. Licensor will process in order of application numbers assigned by Licensee.

Agreement Number _____

Form A-2

Application Number _____

POLE DETAILS

LICENSEE _____

Municipality _____

(Note: Provide separate sheets for each municipality)

Pole Nos.

Location

Attachment Description

Each Supporting Member:

Description: _____

Diameter: _____ inches

Weight: _____ lbs. / ft.

RBS: _____ lbs.

NESC Heavy Tension: _____ lbs.²

Each Supported Member:

Diameter: _____ inches

Weight: _____ lbs. / ft.

_____ (Yes/No)

LICENSEE HEREBY REQUESTS LICENSOR TO PROVIDE AN
ITEMIZED ESTIMATE OF POLE MAKE READY WORK
REQUIRED AND ASSOCIATED CHARGES (APPENDIX III
FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

Agreement Number _____

Form A-3

Request Number _____

OVERLASH REQUEST

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms of the Aerial License Agreement between us, dated _____, request for approval is hereby made to Overlash _____ Attachments to JO poles and _____ Attachments to SO poles located in the municipality of _____, as indicated on the attached Form A-4. This request will be designated Overlash Approval Request Number _____.

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

OVERLASH APPROVAL

Approval is hereby granted to Overlash Attachments as described in this request (Overlash Approval Request Number _____) for _____ Attachments to JO poles and _____ Attachments to SO poles located in the municipality of _____, as indicated on the attached Form A-4.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

NOTES: 1. Individual requests to be numbered in ascending sequential order by Licensee for each Licensee agreement.
2. Licensor will process requests in sequential order according to the request numbers assigned by the Licensee.

Agreement Number _____

Form A-4

Request Number _____

OVERLASH DETAILS

LICENSEE _____

Municipality where attachments are located

Pole Nos.

Location¹

Attachment Description

Existing Supporting Member:

Description: _____

Diameter: _____ inches

Weight: _____ lbs. / ft.

RBS: _____ lbs.

NESC Heavy Tension: _____ lbs.²

Each Existing Supported Member:

Diameter: _____ inches

Weight: _____ lbs. / ft.

Each Proposed Supported Member:

Diameter: _____ inches

Weight: _____ lbs. / ft.

_____ (Yes/No)

LICENSEE HEREBY REQUESTS LICENSOR TO PROVIDE AN
ITEMIZED ESTIMATE OF POLE MAKE READY WORK
REQUIRED AND ASSOCIATED CHARGES (APPENDIX III
FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

1. Indicate location by providing name of street, highway, route, etc. Private Property poles should be identified as "P.P."
2. Supporting member tension with NESC Heavy Loading Conditions with all supported members, existing and proposed, without overload factors.

Agreement Number _____

Form B-1

Appl. / Request No. _____

ESTIMATE FOR FIELD SURVEY

(Licensee)

In accordance with the Aerial License Agreement, dated _____,
_____, the following is a summary of the charges which will apply to complete a field survey
covering Application / Request Number _____.

<u>Total</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
Administrative Compensation		_____ %	\$ _____
TOTAL			\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an
advance payment in the amount of \$ _____.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application / Request Number _____ is authorized and
the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

Agreement Number _____

Form B-2

Appl. / Request No. _____

MAKE-READY WORK ESTIMATE

(Licensee)

Field survey work associated with your Application / Request Number _____ dated _____, _____, for attachment to poles has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work.

<u>Total</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
<u>Make-Ready Work</u>			
Labor	_____	_____	\$ _____
Material			\$ _____
Administrative Compensation		_____ %	\$ _____
TOTAL			\$ _____

Attached as requested, is an itemized description (Form C) of required pole make-ready work and associated charges. If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ _____.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

AUTHORIZATION FOR MAKE-READY WORK

The replacements and rearrangements included in Application / Request Number _____ are authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Tel. No. _____

ITEMIZED MAKE-READY WORK AND CHARGES

(Licensee)

Sheet _____ of _____

(Municipality, County, State)

(License Application Number)

(Date Prepared)

[illegible]

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

LICENSEE _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the Agreement dated _____,
_____, notice is hereby given that specific attachments to poles, as listed below, in the municipality of
_____, covered by permit number _____ were removed on
_____, _____.

Street
Name

Pole
Number

Number of
Attachments

Total number of Attachments to JO poles to be discontinued is _____ and the total number of
Attachments to SO poles to be discontinued is _____.

Said permit is to be canceled in its entirety/partially (circle one).

DATE _____

By (Print Name) _____

Signature _____

Title _____

ACKNOWLEDGMENT OF DISCONTINUANCE OF USE OF POLES

Use of poles has been discontinued as above.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

CERTIFICATE OF INSURANCE

This is to certify that the _____ (Insurance Company) of _____ has issued policies of insurance, in amounts no less than that described below and identified by a policy number, to the insured named below; and that such policies name the Licensors referred to below as additional insured under the Public Liability Policy; and as additional insured under the Umbrella Excess liability Policy listed below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect this certificate until thirty (30) days after written notice of such cancellation or change has been delivered to:

_____ (Licensor)

1. Insured: _____ (Licensee)
 2. Address: _____
 3. Status of Insured: Corporation _____, Partnership _____, Individual _____
 4. Location of Work Operations of insured: State of: _____
 5. Description of Work Operations: _____

INSURANCE POLICIES IN FORCE

Form of Coverage	Policy Number	Policy Period
Worker's Compensation		From To
Public Liability (Bodily Injury and Property Damage)		From To
Umbrella Excess Liability (Bodily Injury and Property Damage)		From To

LIMITS OF LIABILITY**MINIMUM REQUIRED**

Form of Coverage	Bodily Injury Statutory	Property Damage
Worker's Compensation	\$	\$
Public Liability (without deductibles)	each person \$ each accident \$	each accident \$1,000,000 aggregate \$1,000,000
Umbrella Excess Liability (without deductibles)	each person \$ each accident \$	each accident \$ aggregate \$

 (Date)

 (Insurance Company)

Issued at: _____

 Authorized Representative (Signature)

(NAME OF INSURANCE COMPANY)

BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____

a corporation of _____, located at _____

_____, as the Principal and _____,
 a corporation organized under the laws of _____ and authorized to do
 business in the State of _____ and having its principal office at
 _____, (hereinafter called the Surety), as Surety, are held firmly
 bound unto _____, hereinafter referred to as Oblige, in the
 full and just sum of _____ to the payment of which sum well and truly be made, the
 Principal and Surety bind themselves, and each of their successors and assigns, jointly and severally,
 firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement, dated
 _____, with Oblige, wherein the Oblige has granted permission
 to the Principal to make attachment of Cables together with the necessary Appurtenant Facilities
 including attachments for service wires leading from poles to Principal's customers, to certain poles of
 the Obliges, located in _____.

WHEREAS, THE OBLIGES are willing to permit such attachments to be made subject to the terms and
 conditions of the aforesaid Agreement and providing a bond is given by the Principal covering the true
 and faithful performance of said Agreement, which Agreement is or may be attached hereto for
 reference.

NOW THEREFOR, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and
 truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation
 shall be void; otherwise it shall remain in full force an effect.

The surety may cancel and terminate this Bond by giving thirty (30) days written notice thereof by
 Registered Mail to the Oblige, in which event the cancellation and termination shall be effected thirty
 (30) days after said obligee received such notice, but notwithstanding said cancellation or said
 expiration date, this bond shall remain in full force and effect as to attachments authorized under said
 agreement prior to the effective date of cancellation or expiration date until all of said attachments shall
 have been removed and as to any other obligations or responsibilities accrued prior to said cancellation
 date or said expiration date.

SIGNED, SEALED AND DATED this _____ day of _____.

(PRINCIPAL)

By _____

(SURETY)

ATTEST:

By _____

IDENTIFICATION TAGS

1. GENERAL

This Appendix describes identification tags to be installed and maintained by the Licensee on its cables and other apparatus to allow the Licensor to readily identify the owner of such cables and apparatus.

2. DESCRIPTION OF IDENTIFICATION TAGS



FIGURE 1: Identification Tag

The tags shall be yellow with black lettering. The Licensee shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Licensee's facilities including, but not limited to, cables guys, terminals, terminal closures, and cabinets. The Identification Tag shall read as follows: "CAUTION - CUSTOMER OWNED" and the Licensee's name. The Licensee's name may be printed on the tag using indelible ink.

3. PROCUREMENT OF TAGS

It shall be the responsibility of the Licensee to obtain, place, and maintain Identification tags.

4. INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION

When required by Article 5.3, Identification Tags shall be installed at the following locations:

- On cables at each pole, on the bottom of the cable so that it is visible from the ground.
- At anchor and guy locations:
 - Between the device used to secure the strand (i.e., strand vise, guy, grips or clamps) and the eye of the rod, or
 - If a guy shield is in place, at the top of the guy shield on the strand.
- At terminal locations, at the neck of the terminal.
- At cabinets, on the front of the cabinet.

APPENDIX IV
SCOPE OF AGREEMENT
Municipalities Covered By Agreement

TOWN	STATE	PRIOR AGREEMENT DATE	TOWN	STATE	PRIOR AGREEMENT DATE
Worcester	MA	None			

Affidavit of G. Paul Anundson

EXHIBIT B

AERIAL LICENSE AGREEMENT AMENDMENT

This amendment, made this 13th day of December, 2000, amends the Aerial License Agreement dated March 17, 2000, covering attachments to certain poles in Worcester, Massachusetts, as amended July 22, 2000 to cover attachments to certain poles in the municipalities of Auburn, Belchertown, Charlton, Dudley, Grafton, Leicester, Northampton, Northborough, Oxford, Palmer, Southbridge, Spencer, Sturbridge, Ware, Webster, Westborough and Worcester, Massachusetts (the "Agreement"). The Agreement was made by and between Massachusetts Electric Company ("Licensor"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts and Fiber Systems LLC ("Licensee"), a corporation organized and existing under the laws of New York, having its principal office in Fairport, New York.

The parties agree to extend the scope of the Agreement to cover attachments to other municipalities in Massachusetts and to amend the Agreement as follows:

1. Appendix IV is hereby amended to include the municipalities of Athol, Barre, Brookfield, Clinton, Gardner, Lancaster, Leominster, North Brookfield, Petersham, Phillipston and Westminster, Massachusetts and the revised Appendix IV, attached, is hereby made a part of the agreement.
2. In all other respects, the Agreement is continued unaltered.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date of this amendment written above.

FIBER SYSTEMS LLC

MASSACHUSETTS ELECTRIC
COMPANY

By: 

By: 

Title: VP Network Operations

Title: SR VICE PRESIDENT AND TREASURER

Date: 12/1/00

Date: 12/13/00

APPENDIX IV
SCOPE OF AGREEMENT
Municipalities Covered By Agreement

TOWN	STATE	LICENSOR DISTRICT	TOWN	STATE	LICENSOR DISTRICT
Athol	MA	Western	Northampton	MA	Western
Auburn	MA	Central	Northborough	MA	Southeast
Barre	MA	Western	Oxford	MA	Central
Belchertown	MA	Western	Palmer	MA	Western
Brookfield	MA	Central	Petersham	MA	Western
Charlton	MA	Central	Phillipston	MA	Central
Clinton	MA	Central	Southbridge	MA	Central
Dudley	MA	Central	Spencer	MA	Central
Gardner	MA	Central	Sturbridge	MA	Central
Grafton	MA	Central	Ware	MA	Western
Lancaster	MA	Central	Webster	MA	Central
Leicester	MA	Central	Westborough	MA	Southeast
Leominster	MA	Central	Westminster	MA	Central
North Brookfield	MA	Central	Worcester	MA	Central

LICENSOR DISTRICT OFFICES

CENTRAL

Manager, Distribution Engineering
Massachusetts Electric Company
939 Southbridge Street
Worcester, MA 01610

WESTERN

Manager, Distribution Engineering
Massachusetts Electric Company
548 Haydenville Road
Northampton, MA 01060

SOUTHEAST

Manager, Distribution Engineering
Massachusetts Electric Company
245 South Main Street
Hopedale, MA 01747

Affidavit of G. Paul Anundson

EXHIBIT C



G. Paul Anundson
Overhead Line Coordinator

July 15, 2002

Charles B. Stockdale
Vice President and Corporate Counsel
Fiber Technologies Networks, L.L.C.
140 Allens Creek Road
Rochester, NY 14618

**SUBJECT: NOTICE OF UNAUTHORIZED ATTACHMENTS AND
NOTICE OF ATTACHMENT SPECIFICATION VIOLATIONS**
Northampton, Massachusetts

Dear Mr. Stockdale:

We have identified unauthorized attachments of FiberTech's cable to Massachusetts Electric Company's (MEC's) poles in Northampton, Massachusetts. MEC received applications for these pole attachments from FiberTech, conducted a field survey, provided an itemized list of required make-ready work and provided the estimated cost for that required make-ready work. MEC's field review found that FiberTech has attached to all poles in Northampton that were included in FiberTech's applications. Under the terms of the Aerial License Agreement between Fiber Technologies Networks, L.L.C. and Massachusetts Electric Company dated March 17, 2000, before attaching to any poles of MEC, FiberTech must receive a license for the attachments. MEC has not licensed any attachments by FiberTech to any of MEC's poles in Northampton. FiberTech has not authorized the performance of the required make-ready work, nor has it paid the estimated cost of the required make-ready work, and MEC cannot license these attachments until all required make-ready work that must be performed by MEC, any joint owner and any other user(s) is completed. MEC needs to know how and when FiberTech will complete licensing or when FiberTech will remove these unauthorized attachments. Please respond with this information by July 29, 2002.

Many of these attachments have been installed in violation of the applicable code and specification requirements of the Aerial License Agreement. These violations exist on poles that have already been identified in the itemized list of required make-ready work already supplied to FiberTech. These violations should be corrected or your facilities removed from our poles in Northampton within 10 days of your receipt of this letter.

Pursuant to Article 6.1 of the Aerial License Agreement, FiberTech must provide evidence that it has authority from the appropriate public authority to construct, operate and/or maintain its attachments on the public ways occupied by MEC's poles. We have not received a copy of

Charles B. Stockdale
July 15, 2002
Page 2

FiberTech's authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. Please provide a copy of this authorization by July 29, 2002.

If you have any questions, please call me at 508.421.7802.

Sincerely,
MASSACHUSETTS ELECTRIC COMPANY

A handwritten signature in black ink, appearing to read "G. Paul Anundson", written over the company name.

G. Paul Anundson
Overhead Line Coordinator

c: J. H. Snyder

Affidavit of G. Paul Anundson

EXHIBIT D

July 22, 2002

G. Paul Anundson, Esq.
National Grid
55 Bearfoot Road
Northborough, MA 01532-1555

By Federal Express

Dear Paul:

I write in response to your letter dated July 15, 2002, regarding poles in the Northampton, Massachusetts, area, in which you state "MEC needs to know how and when FiberTech will complete licensing or when FiberTech will remove these unauthorized attachments" and that alleged "violations [of applicable codes and specification requirements of the Aerial License Agreement] should be corrected or your facilities removed from our poles in Northampton within 10 days of your receipt of this letter." You premise these assertions by stating that "under the terms of the Aerial License Agreement ... before attaching to any poles of MEC, FiberTech must receive a license for the attachments."

Massachusetts Electric is required to respond to pole attachment license applications within 45 days through the issuance of a license or issuance of a statement of the make-ready work required to prepare the pole for attachment and the cost of such work that will be assigned to the license applicant. In the case of no pole for which Fibertech applied in the Northampton region did Massachusetts Electric meet this requirement. In each case, Fibertech is deemed licensed as the result of Massachusetts Electric's unlawful and unwarranted delays. With respect to the two applications for which Massachusetts Electric did eventually submit statements of required make-ready work and associated costs (approximately 150 days and 500 days beyond the legal deadline, respectively), Massachusetts Electric unlawfully sought to assign to Fibertech the costs entailed in correcting pre-existing non-compliant conditions on the poles and now, by your letter, continues its effort to condition Fibertech's right to attach on its succumbing to such an illegal demand.

Regarding your statement that Fibertech should remove its facilities unless it corrects supposed construction flaws, Fibertech has placed its cable on poles in and around Northampton in compliance with applicable safety codes. As I stated at the meeting which you attended in Springfield on July 17, 2002, if Massachusetts Electric believes otherwise, Fibertech asks that it immediately notify Fibertech in writing of any instances where it believes a Fibertech attachment deviates from the safety codes. Upon receipt of such notice, Fibertech intends to address the matter and correct any problem

G. Paul Anundson, Esq.

July 22, 2002

Page 2

without delay. However, it is unreasonable to direct Fibertech to remove its facilities for alleged construction violations without also identifying the violations.

I note that the offer to correct any condition caused by Fibertech that may deviate from safety standards stems from Fibertech's belief that all companies should comply with these standards – not from any authority that Massachusetts Electric may assert to require such compliance under current circumstances. Fibertech understands that neither the National Electric Safety Code nor other construction guidelines have been codified in Massachusetts and, although the NESC may be voluntarily adopted by a utility, the utility may not enforce it (or other construction guidelines) in a discriminatory manner. Upon information and belief, Massachusetts Electric has permitted its telecommunications affiliate, NeesCom, to deviate from the National Electric Safety Code and other construction guidelines significantly and frequently. Such lenience in enforcement permits NeesCom to build networks quickly and inexpensively. Because Massachusetts Electric has permitted NeesCom to ignore the NESC and other guidelines where it has suited NeesCom's competitive interests, it may not hold Fibertech to a higher standard.

Fibertech will owe Massachusetts Electric rental fees for the poles in question. (Although such fees may be subject to set-off against any amounts paid by Fibertech to Massachusetts Electric, for survey fees or other purposes, that were discriminatory or otherwise wrongfully imposed.) We soon will provide to you documentation of the poles and the relevant licensing dates, calculated by adding 45 days to the dates on which the license applications were submitted for the respective poles (even though Massachusetts Electric's delays have denied Fibertech the usefulness of such licensing until the recent construction). The rental fee invoices should be directed to:

Accounts Payable
Fibertech Networks, LLC
140 Allens Creek Road
Rochester, NY 14534.

Fibertech is willing to discuss any concerns Massachusetts Electric may have relating to the recent deployment of competitive telecommunications facilities in the Northampton region. Such discussions should be sufficiently broad to encompass all relevant matters, including means of remedying the licensing process applied by Massachusetts Electric to the remaining competitors of NeesCom.

Very truly yours,



Charles B. Stockdale
Vice President and Corporate Counsel

cc: Joseph H. Snyder

Affidavit of G. Paul Anundson

EXHIBIT E

July 25, 2002

G. Paul Anundson, Esq.
National Grid
55 Bearfoot Road
Northborough, MA 01532-1555

By Federal Express

Dear Paul:

This is in further response to your letter dated July 15, 2002. There you cite Article 6.1 of the Aerial License Agreement and ask for a copy of the authorization received by Fibertech from the City of Northampton ("City") allowing Fibertech's installation along public ways in that City. Fibertech procures whatever authorization is required by each municipality in which it builds facilities. The City's Department of Public Works informed Fibertech that permits were required for underground construction involving excavation of the public ways but that no requirements other than those relating to traffic control were required for installation of cable on existing poles. I am attaching a copy of Fibertech's letter to the Northampton Police Department informing that Department of this company's plans and requesting the necessary permits, together with a copy of the permit. I am not enclosing the permit received for underground work, as that does not relate to Massachusetts Electric's facilities.

The City has informed Fibertech that it also is requiring that Fibertech procure a grant of location from the City relating to both its aerial and underground installations, and Fibertech has made application for that grant. Fibertech is cooperating with the City on this matter and other related matters.

It may be interesting to note that grants of location have only rarely been required of Fibertech for the attachment of a cable on a pre-existing pole line. What has the experience of Massachusetts Electric and its affiliates been in this regard? Do these companies obtain a municipal grant of location before each installation of a line on an existing pole in Massachusetts?

Very truly yours,



Charles B. Stockdale
Vice President and Corporate Counsel

cc: Joseph H. Snyder



phone 585-697-5100

fax 585-442-8845

140 Allens Creek Road

Rochester, NY 14618

June 13, 2002

Captain Joe Koncas
Northampton Police Department
29 Center Street
Northampton, MA 01060

Dear Captain Koncas:

It was nice to speak with you on Thursday, June 13. As I told you, Fibertech is planning to construct aerial fiber on existing poles in the City of Northampton. I am enclosing a map that illustrates our planned route. As agreed, we are planning to work Saturday, June 22 and Sunday, June 23 from 7:00am until 8:00pm. We will meet the Northampton Police at the Mobil Station on Rt 5 @ Exit 18, interstate 91.

Our plan is to use 3 aerial crews on the Rt 5 build and 3 aerial crews on the Rt 10 build. Our plan is to complete the construction in Northampton by 8:00pm on Sunday night.

As part of this request, we understand that it is necessary to obtain a special permit for working on Sunday. I was told that this permit costs \$10.00. Please provide the special permit. We will pay for the permit at the same time we pay for the police detail. If this is unacceptable, please call me directly.

Fibertech appreciates the help from the Northampton Police Department. We are obligated to complete this construction to meet a contractual obligation to one of our major customers.

If you have questions regarding any of this, please call me at (585) 734-0617.

Sincerely,

Bob Enright
Project Manager

/ck

enclosure

06/19/02
OKAY FOR
WORK PERMIT

Permit to Perform Work on Sunday / Legal Holiday

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF NORTHAMPTON
POLICE DEPARTMENT

Permission is hereby granted to Fibertech Networks June 19, 102002

to perform necessary work or labor as specified. To fulfill contractual
obligation to major customer.

Sunday

Date June 23 102002

THIS PERMIT GRANTED UNDER THE PROVISIONS OF THE GENERAL LAWS

SUNDAY - Chapter 136, Section 7

LEGAL HOLIDAY - Chapter 136, Section 15

This PERMIT good for ONE DAY only!

CHIEF OF POLICE



Affidavit of G. Paul Anundson

EXHIBIT F



G. Paul Anundson, P.E., Esq.
Overhead Line Coordinator

September 18, 2002

Mr. Charles B. Stockdale
Vice President and Corporate Counsel
Fiber Technologies Networks, L.L.C.
f/k/a Fiber Systems, L.L.C.
140 Allens Creek Road
Rochester, NY 14618

Frank J. Chiaino
Chief Operating Officer
Fiber Technologies Networks, L.L.C.
f/k/a Fiber Systems, L.L.C.
140 Allens Creek Road
Rochester, NY 14618

SUBJECT: NOTICE OF TERMINATION OF AERIAL LICENSE AGREEMENT

Dear Sirs:

On July 15, 2002, I sent, on behalf of MEC, a letter to Mr. Stockdale advising him that MEC had determined that FiberTech had placed a number of unauthorized attachments on MEC poles in the City of Northampton, Massachusetts. In that letter, I noted that FiberTech had: (i) installed attachments on MEC's poles without a license from MEC, (ii) installed many of those attachments in violation of the applicable code and specification requirements of the Aerial License Agreement, and (iii) failed to provide a copy of FiberTech's authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. Each of these actions is a violation of FiberTech's Aerial License Agreement with MEC. In a letter dated July 22, 2002, FiberTech simply denied that it lacked the authority to make attachments to MEC's poles in Northampton, despite the fact that Fiber Tech had not obtained the requisite licenses from MEC. See Letter from Charles Stockdale to G. Paul Anundson dated July 22, 2002. FiberTech also denied that it violated the safety standards required in Article 5 of that agreement and requested that we provide FiberTech with a detailed list of FiberTech's violations. As we stated in our letter of July 15, 2002, these violations exist on poles that have already been identified in the itemized list of required make-ready work already supplied to FT. Article 5 of the Aerial License Agreement requires that FT correct these violations. At this time, another field review by MEC to identify exactly how FT chose to violate the applicable codes

and specifications at each pole when FT made its unauthorized attachments would only identify the same list of required make-ready that has already been supplied to FT. Fiber also failed to provide a copy of its authorization from the City of Northampton allowing FiberTech's installation along and over public ways in Northampton. In fact, in another letter dated July 25, 2002, FiberTech admitted that it did not have such authorization, but would now pursue obtaining such authorization. In short, FiberTech failed to provide any meaningful justification for its installation of the attachments in Northampton prior to the completion of the required make-ready work and in the absence of a license from MEC to make such attachments. In our letter of July 15, 2002, MEC requested that FiberTech indicate the steps it would take to correct the identified violations. To date, FiberTech has failed to address those violations in any way.

Perhaps the most troubling fact is that, as noted in my July 15, 2002 letter, MEC has identified over 200 MEC-owned poles in Northampton, Massachusetts, on which Fiber Tech has installed attachments prior to the completion of the required make-ready work and without obtaining a license prior to the attachment, as required by the applicable Aerial License Agreement. In many instances, the attachments were installed in a manner that violates the National Electric Safety Code and thus threatens the welfare of not only MEC's employees and its authorized contractors who must work on these poles, but the safety of the employees and authorized contractors of other companies that maintain facilities on those poles, such as cable television operators and telecommunications service providers. In addition, the presence of unauthorized and, in many instances, unsafe attachments, threatens the facilities and equipment maintained by MEC and other companies who maintain facilities on those poles and may adversely impact the reliability of the services that those facilities are used to provide.

The extent of Fiber Tech's violations that we have been able to identify constitutes an unprecedented and gross violation of its obligations under the Aerial License Agreement with MEC. Violations of this magnitude demonstrate a complete disregard by FiberTech of its obligations under its Aerial License Agreement with MEC. Moreover in Mr. Stockdale's letter to me dated July 22, 2002, FiberTech makes it clear that it has no intention of complying with the terms of its duly executed Aerial License Agreement. In light of Fiber Tech's default of its obligations and complete disregard for the terms of the agreement, pursuant to Article 19.1 of the March 17, 2000 (as modified by amendments dated July 22, 2000 and December 13, 2000 and an addendum dated July 3, 2001), Aerial License Agreement, MEC hereby gives notice that if FiberTech fails to remove its unauthorized attachments and correct unsafe conditions created by those unauthorized attachments within 30 days, MEC will immediately terminate that agreement and with it all prior authorizations previously granted to FiberTech under that agreement. In the event of such termination, Fiber Tech will be required to remove all of its attachments from all poles solely or jointly-owned by MEC within the Commonwealth of Massachusetts within six months from the date of termination and will be required, within thirty (30) days of such termination, to submit to MEC a plan and schedule for this removal. See Aerial License Agreement at Article 19.3. In the event FiberTech fails to remove its facilities within that time period, MEC will remove FiberTech's facilities at FiberTech's expense.

Stockdale / Chiaino
September 16, 2002
Page 3

It is certainly our hope that termination will not be necessary and that FiberTech will take the appropriate corrective action (i.e., remove the unauthorized attachments and correct any unsafe conditions which they have created as a result of such attachments). If you have any questions regarding this matter please do not hesitate to contact me at 508.421.7802.

Sincerely,
MASSACHUSETTS ELECTRIC COMPANY

A handwritten signature in black ink, appearing to read "G. Paul Anundson". The signature is fluid and cursive, with a long horizontal stroke at the end.

G. Paul Anundson
Overhead Line Coordinator

c: J. H. Snyder

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

TRIAL COURT OF THE
COMMONWEALTH
SUPERIOR COURT DEPARTMENT
Civil Action No.

02 983

MASSACHUSETTS ELECTRIC COMPANY,)

Plaintiff,)

v.)

FIBERTECH NETWORKS, LLC, f/k/a)
FIBER SYSTEMS, LLC,)

Defendant.)

**PLAINTIFF MASSACHUSETTS ELECTRIC
COMPANY'S EMERGENCY MOTION TO CONSOLIDATE**

Pursuant to Mass. R. Civ. P. 42(a), the Plaintiff, Massachusetts Electric Company ("MEC"), hereby moves to consolidate the above-captioned matter with the previously consolidated actions of Verizon New England, Inc. d/b/a Verizon Massachusetts v. Fibertech Networks, LLC, f/k/a Fiber Systems, LLC, Hampden Superior Court Civil Action No. 02-831 and Western Massachusetts Electric Company v. Fibertech Networks, LLC, f/k/a Fiber Systems, LLC, Hampden Superior Court Civil Action No. 02-843 (the "Consolidated Actions"). In support of this motion, MEC states as follows:

1. On August 8, 2002, Verizon New England, Inc. d/b/a Verizon Massachusetts ("Verizon") commenced an action against Fibertech Networks, LLC f/k/a Fiber Systems, LLC ("Fibertech") for breach of two applicable Aerial License Agreements which set forth the terms and conditions pursuant to which Verizon agreed to

permit Fibertech to attach its dark fiber optic cable to poles owned solely by Verizon and jointly by Verizon and Western Massachusetts Electric Company ("WMECO"). Verizon alleged that Fibertech breached those agreements by attaching cable to Verizon's solely and jointly owned poles without authorization, and sought preliminary and permanent injunctive relief to enjoin such unauthorized attachments. Verizon sought and obtained a short Order of Notice returnable on August 14, 2002 for a hearing on its Application for Preliminary Injunction.

2. On August 13, 2002, WMECO commenced a substantially identical action against Fibertech. Additionally, WMECO moved to consolidate its action with the Verizon action on grounds that WMECO and Verizon jointly own numerous poles to which Fibertech has made unauthorized attachments. The Court allowed WMECO's Emergency Ex Parte Motion to Consolidate.

3. On August 19, 2002, the Court issued its Memorandum of Decision and Order in the Consolidated Actions, wherein the Court granted Verizon's Application, and WMECO's Motion, for Preliminary Injunction against Fibertech.

4. In this case, MEC and Fibertech are also parties to an Aerial License Agreement that sets forth the terms and conditions pursuant to which MEC agreed to permit Fibertech to attach to poles owned solely by MEC and jointly by MEC and Verizon.

5. As in the Consolidated Actions, Fibertech breached its Aerial License Agreement with MEC by virtue of having made more than 200 unauthorized attachments to poles owned solely or jointly by MEC.

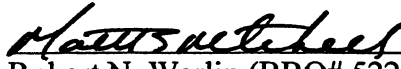
6. The Preliminary Injunction entered by this Court in the Consolidated Actions addresses a number of unauthorized Fibertech attachments to poles owned jointly by Verizon and MEC. However, the Preliminary Injunction does not cover Fibertech's unauthorized attachments to MEC's solely-owned poles located in Northampton, Massachusetts.

7. MEC's action involves common questions of law and fact that are pending before this Court in the Consolidated Actions and, therefore, consolidation of these matters will promote judicial economy.

WHEREFORE, MEC respectfully requests that this Honorable Court consolidate this action with the Consolidated Actions.

MASSACHUSETTS ELECTRIC
COMPANY,

By its attorneys,


Robert N. Werlin (BBO# 522940)
Matthew E. Mitchell (BBO# 553071)
KEEGAN, WERLIN & PABIAN, LLP
21 Custom House Street
Boston, MA 02110
Tel: (617) 951-1400
Fax: (617) 951-1354

Dated: September 18, 2002

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

TRIAL COURT OF THE
COMMONWEALTH
SUPERIOR COURT DEPARTMENT

MASSACHUSETTS ELECTRIC
COMPANY

Plaintiff,

v.

FIBERTECH NETWORKS, LLC, f/k/a
FIBER SYSTEMS, LLC,

Defendant.

Civil Action No. 02-983

CONSENT ORDER

Plaintiff Massachusetts Electric Company ("MEC") filed this lawsuit alleging, among other things, that Defendant Fibertech Networks, LLC, f/k/a Fiber Systems, LLC ("Fibertech") attachments to MEC's solely and jointly owned poles (jointly owned with Verizon) were unauthorized attachments and created a safety risk to pole workers and the general public. MEC also moved for a preliminary injunction to prohibit Fibertech from installing any more attachments on MEC's solely and jointly owned poles and to order Fibertech to dismantle its alleged unauthorized attachments or, in the alternative, tender money to MEC to pay for corrections of all conditions that MEC determined to be hazards to the health, safety and welfare of its employees, its licensees, and the public.

MEC and Fibertech have now agreed to enter into this Consent Order because they agree that it is in their own interests to resolve the application for a preliminary injunction by the

actions called for herein. After consideration of the matters set forth herein, the Court enters the following order:

1. Defendant Fibertech shall make no further attachments to any poles owned by MEC or by MEC and Verizon jointly without express written authorization from the owner(s) of the pole or from this Court or the DTE; and

2. Defendant Fibertech shall deliver in hand to G. Paul Anundson, Esq., upon execution of the stipulation and consent below, cash or its equivalent in the amount of \$59,000 to be held by Mr. Anundson and disbursed by him as follows:

a. To pay for corrections (which must be made within sixty days of the receipt of such funds) of all conditions to which MEC, in its sole discretion, determines that the attachments were a substantial contributing factor and which MEC, in its sole discretion, determines to be hazardous to the health, safety and welfare of its employees, its licensees, or the public.

b. Such funds shall be disbursed to pay for such corrections to poles owned solely by MEC.

c. Any portion of the \$59,000 not used for such purpose by MEC shall be returned to Fibertech not later than thirty days after the completion of all such corrections (which corrections are to be completed within sixty days of the initial receipt of the funds).

3. Defendant Fibertech shall within 15 days of a request by MEC, transfer Fibertech's attachments from the 41 poles located on Route 66 and Earle Street in Northampton, MA, to the corresponding replacement poles that are scheduled for relocation pursuant to a state highway paving project. Such replacement poles must be in place at the time of MEC's transfer

request. Such poles shall be of sufficient height to accommodate Fibertech's cable. Upon installation of the new poles, Fibertech will be permitted to attach to such new poles unless otherwise ordered by this Court. Fibertech's attachments shall be placed, maintained and removed in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, and Licensor's Policy for Installing Communications Cables in the Supply Space, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules, regulations and provisions of the Occupational Safety and Health Act (OSHA), or any governing authority having jurisdiction over the subject matter, and as may be amended from time to time. Where a difference in specifications may exist, the more stringent requirement shall apply. Nothing herein, however, shall waive MEC's claim that Fibertech's attachments to such poles are unauthorized or waive MEC's right to pursue any and all available remedies upon the final disposition of this action, including but not limited to removal of such attachments.

4. Defendant Fibertech shall remove before August 2003 attachments to the seven poles located on Elm Street, Northampton, MA, which are to be replaced by underground facilities. Subject to the terms and conditions of the parties' Master License Agreement for Underground Structures, dated October 27, 2000, as amended on December 13 2000, Defendant Fibertech may apply for access to MEC's underground facilities that replace such poles.

5. Nothing herein, however, shall prohibit Fibertech from thereafter asserting in this litigation that some or all of the corrections were not corrections of conditions constituting hazards to the health, safety and welfare of MEC's employees, licensees or the public, that such corrections were not corrections of conditions to which the attachments were a substantial contributing factor, that the corrections were made in an unreasonable manner or that the charges

for such correction were excessive and that Fibertech, therefore, should be able to recoup in this litigation such portion of the \$59,000 as expended by MEC improperly.

6. Fibertech shall have no right to repayment for corrections of safety hazards to which its attachments were a substantial contributing factor, even if it should ultimately be determined that such corrections, or some portion of them, would not have been Fibertech's responsibility to pay in whole or in part under the applicable agreement with MEC had they been performed as make ready work before the attachments were made. The purpose of this Paragraph 6 is to avoid litigation over the extent to which the attachment increased the cost of effecting corrections that would not have had to have been in the absence of the attachment, or that are more difficult to correct because of the attachment, or as to which more extensive corrections are needed due to the attachment. If the attachment did not significantly impact the need to make the particular correction or the cost of making that correction, then it is unlikely the attachment could qualify as a substantial contributing factor.

7. MEC shall submit to Fibertech, within thirty days of completion of all remedied work pursuant to this Consent Order, a verified accounting of funds expended from Fibertech's deposit, identifying for each pole or span at which work was performed, the nature of the alleged safety hazard remedied, the action performed, an itemization of all costs of performing each such action and precisely how Fibertech's attachment was a substantial contributing factor to each safety hazard.

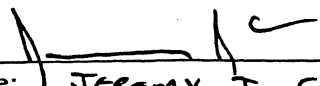
8. It is understood that this Consent Order does not constitute an admission of liability by Fibertech. It is further understood that neither MEC nor Fibertech hereby waives any rights, claims, defenses, or actions by entering into this Consent Order.

9. This Consent Order shall become effective on the date the last signature is set forth below.

10. Each undersigned representative hereby certifies that he/she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf such representative is signing to this Consent Order.

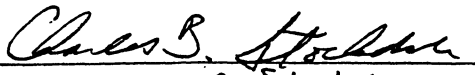
Stipulated and Consented to:

Massachusetts Electric Company

By: 
Name: JEREMY J. EUTO
Title: Associate Counsel
55 Bearfoot Road
Northborough, Massachusetts 01532

Date: Sept. 30, 2002

Fibertech Networks, LLC f/k/a Fiber Systems, LLC

By: 
Name: Charles B. Stockdale
Title: VP + Corporate Counsel
140 Allens Creek Road
Rochester, NY 14618

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

TRIAL COURT OF THE
COMMONWEALTH
SUPERIOR COURT DEPARTMENT
Civil Action No. 02-983

MASSACHUSETTS
ELECTRIC COMPANY,

Plaintiff,

FIBERTECH NETWORKS, LLC, f/k/a
FIBER SYSTEMS, LLC,

Defendant.

HAMPDEN COUNTY
SUPERIOR COURT
FILED

NOV 13 2002

Marie E. Magg
CLERK-MAGISTRATE

**MOTION TO DISMISS, OR, IN THE ALTERNATIVE,
TO STAY PLAINTIFF'S COMPLAINT**

Defendant Fibertech Networks, LLC, f/k/a Fiber Systems, LLC ("Fibertech"), by and through its undersigned attorneys, pursuant to Mass. R. Civ. P. 9(A) moves the Court for an order dismissing the Complaint of Plaintiff Massachusetts Electric Company ("MECO") or, in the alternative, for an order staying any action in this matter pending resolution of an amended Complaint filed September 23, 2002, by Fibertech against MECO at the Massachusetts Department of Telecommunications and Energy (the "DTE"), and for such other relief as may be just. Fibertech, pursuant to Mass. R. Civ. P. 9(A), by and through its undersigned attorneys, submits the attached Memorandum of Law in Support of Fibertech's Motion to Dismiss, or in the Alternative, to Stay Plaintiff's Complaint.

The pole attachment statute of the Commonwealth of Massachusetts gives the DTE the authority to regulate the "rates, terms and conditions" applicable to pole attachments, as well as the conditions of access to poles in Massachusetts. MASS REGS. CODE 220 §§ 45.01-45.11. For

A

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

TRIAL COURT OF THE
COMMONWEALTH
SUPERIOR COURT DEPARTMENT
Civil Action No. 02-831

VERIZON NEW ENGLAND, INC., d/b/a
VERIZON MASSACHUSETTS

Plaintiff,

FIBERTECH NETWORKS, LLC, f/k/a
FIBER SYSTEMS, LLC,

Defendant.

HAMPDEN COUNTY
SUPERIOR COURT
FILED

SEP - 4 2002

David Shrago
CLERK-MAGISTRATE

**MOTION TO DISMISS, OR, IN THE ALTERNATIVE,
TO STAY PLAINTIFF'S COMPLAINT**

Defendant Fibertech Networks, LLC, f/k/a Fiber Systems, LLC ("Fibertech"), by and through its undersigned attorneys, pursuant to Mass. R. Civ. P. 9(A) hereby moves the Court for an order dismissing the Complaint of Plaintiff Verizon New England, Inc., d/b/a Verizon Massachusetts ("Verizon") or, in the alternative, for an order staying any action in this matter pending resolution of a Complaint filed August 13, 2002, by Fibertech against Verizon at the Massachusetts Department of Telecommunications and Energy (the "DTE"), and for such other relief as may be just. Fibertech, pursuant to Mass. R. Civ. P. 9(A), by and through its undersigned attorneys, submits the attached Memorandum of Law in Support of Fibertech's Motion to Dismiss, or in the Alternative, to Stay Plaintiff's Complaint.

The pole attachment statute of the Commonwealth of Massachusetts gives the DTE the authority to regulate the "rates, terms and conditions" applicable to pole attachments, as well as the conditions of access to poles in Massachusetts. MASS REGS. CODE 220 §§ 45.01-

5/23/03 DENIED. The defendant has not demonstrated that the plaintiff's claims should be dismissed because of pre-emption by the primary jurisdiction of the DTE. It also appears that a stay of these proceedings → 1'

45.11. For the reasons set forth more fully in the accompanying Memorandum of Law, dismissal of Verizon's Complaint without prejudice, or in the alternative, a stay of the proceedings, will enable the DTE to resolve the issues raised by Fibertech's Complaint as mandated by the legislature's delegation of authority to the DTE.

WHEREFORE, for the foregoing reasons, Defendant Fibertech respectfully requests that the Court grant this Motion to Dismiss, or in the Alternative to Stay the Plaintiff's Complaint pending resolution of Fibertech's Complaint filed at the DTE.

Respectfully submitted,



Patrick J. O'Toole, Jr. (BBO #559267)
Richard W. Holtz (BBO #631179)
MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, Massachusetts 02111
(617) 542-6000

Charles B. Stockdale, V.P. & Corporate Counsel
Robert T. Witthauer, Deputy Corporate Counsel
FIBERTECH NETWORKS, LLC
140 Allens Creek Road
Rochester, New York 14618
Phone: (585) 697-5100

OF COUNSEL:

Edward L. Donohue
Genevieve D. Sapir
Cole, Raywid & Braverman, LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, D.C. 20006
Phone: (202) 659-9750

Dated: August 14, 2002

*is not warranted for the reasons set forth in defendant's opposition.
(M.L. Rup)*

*CC
Ft 5/27/03*

5/23/03 DENIED The defendant has not demonstrated that the plaintiff's claims should be dismissed because of pre-emption by a primary jurisdiction of the DTE.

COMMONWEALTH OF MASSACHUSETTS

It also appears

HAMPDEN, SS

TRIAL COURT OF THE that a stay of
COMMONWEALTH these proceedings
SUPERIOR COURT DEPARTMENT is not
Civil Action No. 02-843 warranted, for

the reasons set forth in
Defendant's opposition.

(M.L.R.P.)

WESTERN MASSACHUSETTS
ELECTRIC COMPANY,

Plaintiff,

FIBERTECH NETWORKS, LLC, f/k/a
FIBER SYSTEMS, LLC,

Defendant.

HAMPDEN COUNTY
SUPERIOR COURT
FILED

SEP 12 2002

Shirley Shugart
CLERK-MAGISTRATE

**MOTION TO DISMISS, OR, IN THE ALTERNATIVE,
TO STAY PLAINTIFF'S COMPLAINT**

Defendant Fibertech Networks, LLC, f/k/a Fiber Systems, LLC ("Fibertech"), by and through its undersigned attorneys, pursuant to Mass. R. Civ. P. 9(A) hereby moves the Court for an order dismissing the Complaint of Plaintiff Western Massachusetts Electric Company ("WMECO") or, in the alternative, for an order staying any action in this matter pending resolution of a Complaint filed August 13, 2002, by Fibertech against WMECO at the Massachusetts Department of Telecommunications and Energy (the "DTE"), and for such other relief as may be just. Fibertech, pursuant to Mass. R. Civ. P. 9(A), by and through its undersigned attorneys, submits the attached Memorandum of Law in Support of Fibertech's Motion to Dismiss, or in the Alternative, to Stay Plaintiff's Complaint.

The pole attachment statute of the Commonwealth of Massachusetts gives the DTE the authority to regulate the "rates, terms and conditions" applicable to pole attachments, as well as

2-12-03 [initials]
Parties to mark for hearing any Tuesday or Wednesday at
2 P.M. w/ proper notice to all parties. (Aug 9)
B.H.F. 2/19/03
attest: [signature] M.L.R.P.
asst clerk

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

_____)
 FIBER TECHNOLOGIES NETWORKS, LLC,)
 f/k/a FIBER SYSTEMS, LLC,)

v.)

VERIZON MA NEW ENGLAND, f/k/a)
 NEW ENGLAND TELEPHONE AND)
 TELEGRAPH COMPANY,)

D.T.E. 03-56

And)

NORTHEAST UTILITIES SERVICE COMPANY,)
 d/b/a WESTERN MASSACHUSETTS)
 ELECTRIC COMPANY,)

And)

MASSACHUSETTS ELECTRIC COMPANY.)
 _____)

SUPPLEMENTAL AFFIDAVIT OF G. PAUL ANUNDSON

I, G. PAUL ANUNDSON, do hereby state and depose as follows:

1. In my affidavit dated September, 18, 2002, I stated that at the request of Fiber Systems LLC, the Aerial License Agreement was amended on December 13, 2000 to allow MEC to license attachments by Fiber Systems LLC to poles owned solely or jointly in additional municipalities in Massachusetts, including Northampton. I have subsequently ascertained that Massachusetts Electric Company amended the Aerial License Agreement on July 22, 2000 to allow MEC to license attachments by Fiber

Systems LLC to poles owned solely or jointly in additional municipalities in Massachusetts, including Northampton. A true and correct copy of the fully executed Aerial License Agreement Amendment dated July 22, 2000 is attached as Exhibit A to this Affidavit.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 13TH
DAY OF JUNE 2003.

A handwritten signature in black ink, appearing to read "G. Paul Amato", written over a horizontal line.

AERIAL LICENSE AGREEMENT AMENDMENT

This amendment, made this 22nd day of July, 2000, amends the Aerial License Agreement dated March 17, 2000, covering attachments to certain poles in Worcester, Massachusetts (the "Agreement"). The Agreement was made by and between Massachusetts Electric Company ("Licensor"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts and Fiber Systems LLC ("Licensee"), a corporation organized and existing under the laws of New York, having its principal office in Fairport, New York.

The parties agree to extend the scope of the Agreement to cover attachments to other municipalities in Massachusetts and to amend the Agreement as follows:

1. Appendix IV is hereby amended to include the municipalities of Auburn, Belchertown, Charlton, Dudley, Grafton, Leicester, Northampton, Northborough, Oxford, Palmer, Southbridge, Spencer, Sturbridge, Ware, Webster, Westborough and Worcester and the revised Appendix IV, attached, is hereby made a part of the agreement.
2. In all other respects, the Agreement is continued unaltered.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date of this amendment written above.

FIBER SYSTEMS LLC

By: _____

Title: VP

Date: 7/19/00

MASSACHUSETTS ELECTRIC
COMPANY

By: _____

Title: PRESIDENT and CEO

Date: 7/27/00

APPENDIX IV
SCOPE OF AGREEMENT
Municipalities Covered By Agreement

TOWN	STATE	LICENSOR DISTRICT	TOWN	STATE	LICENSOR DISTRICT
Auburn	MA	Central	Palmer	MA	Western
Belchertown	MA	Western	Southbridge	MA	Central
Charlton	MA	Central	Spencer	MA	Central
Dudley	MA	Central	Sturbridge	MA	Central
Grafton	MA	Central	Ware	MA	Western
Leicester	MA	Central	Webster	MA	Central
Northampton	MA	Western	Westborough	MA	Southeast
Northborough	MA	Southeast	Worcester	MA	Central
Oxford	MA	Central			

LICENSOR DISTRICT OFFICES

CENTRAL

Manager, Distribution Engineering
 Massachusetts Electric Company
 939 Southbridge Street
 Worcester, MA 01610

WESTERN

Manager, Distribution Engineering
 Massachusetts Electric Company
 548 Haydenville Road
 Northampton, MA 01060

SOUTHEAST

Manager, Distribution Engineering
 Massachusetts Electric Company
 245 South Main Street
 Hopedale, MA 01747